

**REED SMITH LLP**

*Formed in the State of Delaware*

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**Attorneys for Defendant, IndyMac Bank, F.S.B.**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY – NEWARK VICINAGE**

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**JORGE SANCHEZ and MARIA  
SANCHEZ,**

**Plaintiffs,**

**v.**

**AMERICAN DREAM MORTGAGE,  
JAY GARCIA, INDYMAC BANK, F.S.B.,  
INDYMAC BANCORP., MARK  
GERNTER, ESQ., NEIL J. MINSKY,  
JOHN DOE NO. 1-10 AND ABC CORP.  
NO. 1-10.**

**Defendants.**  
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Civil Action No: 2:08-cv-00503-PGS-ES

**STIPULATION OF DISMISSAL AS TO  
CERTAIN COUNTS OF THE  
COMPLAINT**

Defendant IndyMac Bank, F.S.B. and Plaintiffs (collectively the "Parties") in the above-referenced matter have agreed, through their counsel, to dismiss the following Counts of Plaintiffs' Complaint as described herein. The parties have agreed to dismiss the following claims, some of which are dismissed with

prejudice, and all claims that are dismissed are done so without attorneys' fees or costs to any party.

(1) Count One alleging a claim for damages under the Truth in Lending Act is dismissed with prejudice. Plaintiffs' claims for TILA rescission relief is not affected by this Stipulation;

(2) Count Four alleging an unconscionability claim is dismissed with prejudice;

(3) Count Five alleging an unjust enrichment claim is dismissed with prejudice as to IndyMac Bank only;

(4) Count Six alleging an agency claim is dismissed with prejudice as this is not a separate cause of action;

(5) Count Seven alleging a breach of contract claim is dismissed without prejudice as to IndyMac Bank only;

(6) Count Nine alleging an equitable estoppel claim is dismissed with prejudice;

(7) Count Ten alleging a breach of the covenant of good faith and fair dealing is dismissed without prejudice as to IndyMac Bank only;

(8) All of Plaintiffs' claims relating to IndyMac Bancorp, IndyMac Bank's parent company, are dismissed without prejudice; and

(9) Count Eight alleging a breach of fiduciary duty is not alleged against IndyMac Bank and Count Eleven is not alleged against IndyMac Bank.

(10) IndyMac Bank will file an Answer to the Complaint by May 28, 2008.

**KOLES, BURKE & BUSTILLO, LLP**  
Attorneys for Plaintiffs

  
John M. Burke

Dated: May 9, 2008

**REED SMITH LLP**  
Attorneys for Defendant  
IndyMac Bank, F.S.B.

  
Diane A. Bettino

Dated: May 9, 2008

*So Ordered*  
*Peter H. Hinder*  
*5/13/08*